

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Delegated Signature Authority for the HOME Tenant-Based Rental Assistance (TBRA) Program

DEPARTMENT: Community Services

DIVISION: Community Assistance

AUTHORIZED BY: Michele Saunders

CONTACT: Buddy Balagia

EXT: 2389

MOTION/RECOMMENDATION:

Approve and execute a Resolution to authorize the County Manager and the Community Services Department Director to sign and execute written agreements between the County and selected landlords and participating tenants for the HOME Tenant-Based Rental Assistance (TBRA) Program.

County-wide

Buddy Balagia

BACKGROUND:

The Tenant-Based Rental Assistance (TBRA) Program, funded under the HOME Program, provides rent subsidies for very low income households in Seminole County who are either disabled, elderly, or in a self-sufficiency program. The TBRA Program is currently offered by three (3) subrecipients in Seminole County, including the Seminole County Housing Authority, the Sanford Housing Authority, and the Center for Affordable Housing.

Community Assistance staff is assuming the Center for Affordable Housing's TBRA Program when its funding agreement expires on June 30, 2009. Staff is currently being trained and educated in the HOME and TBRA Programs, including the many and various forms required to be in each tenant file.

Among those forms are: 1) a written agreement between the County and the tenant, where the tenant agrees to abide by the HOME/TBRA requirements, and 2) a written agreement between the County and each participating landlord, where the landlord agrees likewise. These forms are fairly standardized and are currently being used by each of the three (3) TBRA subrecipients. The County Attorney's Office developed a single comprehensive three-party agreement (attached) for use by the County.

Due to the timing involved in prospective tenants' applying for TBRA, in the steps required by Community Assistance staff in the approval process, and the fact that this agreement must be in place prior to the provision of TBRA, the process would be inordinately delayed by having to obtain Board of County Commissioners' approval with each agreement (also, the initial total of tenants exceeds sixty (60)).

Community Services staff requests and recommends that signatory authority be given to the County Manager and Community Services Director for this agreements (attached).

STAFF RECOMMENDATION:

Approve and execute a Resolution to authorize the County Manager and the Community Services Department Director to sign and execute written agreements between the County and selected landlords and participating tenants, on the Board of County Commissioners' behalf, for the HOME Tenant-Based Rental Assistance (TBRA) Program.

ATTACHMENTS:

1. Resolution
2. Agreement

Additionally Reviewed By:

- ☒ Budget Review (Betty Segal, Lisa Spriggs)
- ☒ County Attorney Review (Arnold Schneider)
- ☒ Grant Review (Jennifer Bero, Lisa Spriggs)

THE FOLLOWING RESOLUTION WAS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA AT THEIR REGULARLY SCHEDULED MEETING OF _____, 2009.

WHEREAS, The Board of County Commissioners (the "Board") of Seminole County, Florida (the "County") is the recipient of substantial grant funding from the United States Department of Housing and Urban Development ("HUD") for affordable housing programs through the HOME Program as implemented by Title 24 Code of Federal Regulations, Part 92, including particularly the Tenant Based Rental Assistance Program ("TBRA"); and

WHEREAS, the County has traditionally targeted TBRA rental and deposit assistance for Very Low Income households through use of subrecipient agreements with one or more public housing authorities and private, nonprofit, corporate affordable housing providers; and

WHEREAS, County staff has recommended and the Board finds and determines that the TBRA program can be more efficiently administered by the County directly providing TBRA subsidy payments to participating landlords on behalf of income qualified tenants; and

WHEREAS, direct TBRA program administration requires approval and execution of numerous, standardized, three way agreements between participating landlords, qualified tenant applicants and the County of the type attached hereto as Exhibit "A"; and

WHEREAS, section 8.153 of the County's Administrative Code reserves authority for awarding all contracts except as may otherwise be delegated by resolution to other County officials,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF SEMINOLE COUNTY, FLORIDA, THAT:

(1) The above recitals are true and correct and form a material part of this Resolution.

(2) The Board finds and determines that the form of agreement for a direct, County administered Tenant Based Rental Assistance Program, attached as Exhibit "A" hereto is approved for execution by the County Manager or the Director of Community Services without the need for further Board approval.

(3) The signature authority conferred hereby shall be for the express purpose as described herein and shall not be interpreted or applied to other affordable housing or other programs or legal instruments not of the type attached as Exhibit "A" hereto. Substantial changes to the TBRA program as described in the attached Exhibit shall require Board approval and reaffirmation of continuing signature authority to designated staff.

ADOPTED this _____ day of _____, 2009.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

By: _____
BOB DALLARI, Chairman

Attachment:

Exhibit "A" - Form of Seminole County Home Program Tenant Based Rental Assistance Agreement Between Seminole County, Participating Landlord and Tenant.

**SEMINOLE COUNTY HOME PROGRAM
TENANT BASED RENTAL ASSISTANCE PROGRAM AGREEMENT
AMONG SEMINOLE COUNTY, PARTICIPATING LANDLORD AND TENANT**

This Agreement is entered into this _____ day of _____, 20____, by and among **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY", _____, a [type of business entity] whose address is _____, hereinafter referred to as "LANDLORD", and _____, whose address is _____, hereinafter referred to as "TENANT".

W I T N E S S E T H:

WHEREAS, COUNTY has received HOME Program funds from the United States Department of Housing and Urban Development ("HUD") and administered through the HOME Investment Partnership Program (24 CFR Part 92), as amended; and

WHEREAS, COUNTY has agreed to use HOME Program funds to assist income qualified households with rental assistance and/or security deposit assistance under the Tenant Based Rental Assistance (TBRA) Program authorized by 24 CFR, sections 92.209, 92.214 and 92.216; and

WHEREAS, TENANT has met the qualifications for HOME Program TBRA assistance based upon gross household income, program preferences, and availability of funds; and desires to obtain such assistance under the terms of this Agreement; and

WHEREAS, LANDLORD has rental housing units available that have been determined by COUNTY to be suitable for participation in the TBRA

program and has expressed its intent to be a TBRA participant landlord by entering into a lease agreement with TENANT and taking into account the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the covenants, promises and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and form a material part of the agreement upon which the parties have relied.

Section 2. Definitions.

(a) "CFR" shall mean the Code of Federal Regulations.

(b) "CS Administrator" means the Seminole County Community Services Department Director or the Community Assistance Division Manager acting through and on behalf of the Director.

(c) "County Approval" means written approval by the CS Administrator.

(d) "HOME Program" - the HOME Investment Partnerships Program as authorized by 42 U.S.C. section 12.701, et seq.

(e) "HOME regulations" - 24 CFR Part 92 and supplemental, additional or successor provisions.

(f) "Lease" shall mean that certain lease between LANDLORD and TENANT which is the subject of TBRA funding hereunder.

(g) "Tenant-Based Rental Assistance" or "TBRA" shall mean that program for rental assistance and security deposit payment assistance on behalf of Very Low Income households and certain preferences

described in 24 CFR sections 92.209, 92.214 and 92.216 and in Exhibit "A-1" hereto.

(h) "Very Low Income" - gross household income that does not exceed fifty percent (50%) of the median family income within the Orlando Metropolitan Statistical Area during the term of this Agreement.

Section 3. Tenant Eligibility.

(a) Only Very Low Income tenant households are eligible to receive TBRA subsidies under this Agreement. If, at any time during the term of this Agreement, TENANT's gross household income shall exceed the definition of Very Low Income, COUNTY's obligations to continue making TBRA payments hereunder shall cease. Neither LANDLORD nor TENANT shall have any recourse against COUNTY for discontinuance of TBRA assistance payments for the reasons stated in this Agreement.

(b) TENANT, who is the subject of TBRA assistance pursuant to this Agreement, shall be eligible at initiation of assistance in accordance with the Seminole County TBRA Implementation Plan, attached as Exhibit "A-1" to this Agreement. TENANT must qualify and remain as Very Low Income in order to receive any TBRA assistance. TENANT shall permit COUNTY to determine, at least annually, or more frequently if circumstances require, that TENANT continues to qualify as Very Low Income.

(c) TENANT's eligibility for TBRA funding and LANDLORD's entitlement to direct payment of the TBRA subsidy on behalf of TENANT shall be further conditioned upon LANDLORD's and TENANT's provision to COUNTY of a HOME Rental Assistance Program Request for Unit Approval, in

the form attached hereto as Exhibit "B".

(d) COUNTY shall provide deposit assistance to TENANT in an amount up to but not exceeding _____ and ____/100 Dollars (\$_____). COUNTY shall provide monthly rent assistance payments to TENANT in an amount up to but not exceeding _____ and ____/100 Dollars (\$_____) per month. Unless otherwise agreed to by amendment to this Agreement, such payments shall be made directly by COUNTY to LANDLORD on behalf of TENANT. No payments shall be made by COUNTY for rent or deposit obligations incurred by TENANT and which become payable after the termination date of this Agreement, the Lease or any renewal or extension thereof. Changes in the amount of TBRA rent or deposit subsidy shall not be increased beyond the amounts stated herein without a formal amendment to this Agreement. However, the amount may be reduced if a review of TENANT's income eligibility reveals a higher gross household income, but still within the definition of Very Low Income than was the case at the time of inception of this Agreement.

(d) TENANT shall pay thirty percent (30%) of his/her monthly, adjusted gross household income (including utility allowance) or FIFTY AND NO/100 DOLLARS (\$50.00) per month, whichever is greater. TENANT households reporting no income, shall be required to submit a written affidavit of income every thirty (30) days during the time that such no income status is claimed by the TENANT household.

(e) TENANT's continued eligibility for TBRA assistance shall be further conditioned upon:

(1) his or her active cooperation in the individualized case management plan developed and supervised by COUNTY; and

(2) TENANT's best efforts to obtain and maintain full time employment (i.e., 30 hours/week) or if a student, the maintenance of full time enrollment.

Section 4. Payment and Reporting Requirements Pertaining to LANDLORD.

(a) Approved deposit subsidy payments shall be made directly payable to LANDLORD from COUNTY's allocated TBRA funds at the time a binding Lease is executed between LANDLORD and TENANT. Section 83.49, Florida Statutes shall apply to all deposits whether funded from TBRA or TENANT's own funds.

(b) COUNTY shall make TBRA rent subsidy payments on behalf of TENANT directly to LANDLORD on a monthly basis no later than the 15th day of each month during the term of the Lease for the then current rent due for that month. TENANT shall not be deemed delinquent for the TBRA portion of said rent by virtue of the fact that COUNTY requires a monthly report from LANDLORD as to the TENANT's continued occupancy of the unit and compliance with the Lease terms and time to process the rent check through the County Finance Department.

(c) LANDLORD shall use the form attached as Exhibit "C" hereto for purposes of making its monthly report to COUNTY and obtaining TBRA payment for TENANT's rent then due. Failure to timely make such report on or about the first day of the month may result in delay in processing the TBRA payment request or denial of TBRA payment until such time as the form is provided. TENANT shall not be held

responsible or subjected to sanctions for nonpayment of rent due to LANDLORD's failure to timely provide the monthly report and any resulting delay or denial of TBRA payment.

Section 5. Payment and Reporting Requirements Pertaining to Tenant. TENANT hereby consents to providing COUNTY with the following information, releases, reports and authority for obtaining background checks and financial disclosures as part of his/her/their application for TBRA assistance or recertification for continued eligibility:

- (a) Execution of HOME Program Eligibility Release Form;
- (b) Declaration of Citizenship or legal alien residency status;
- (c) Certification of Additional Adults who will be occupying the property other than TENANT;
- (d) Criminal Background Record Check Request;
- (e) Recertification of Annual Income;
- (f) Notice Regarding Drug Related Criminal Activity and Violent Criminal Activity;
- (g) Applicant/Tenant Certification Attachment to HUD 50058;
- (h) Acknowledgement of Receipt of Information;
- (i) Verification of Social Security Benefits;
- (j) Verification of Alimony or Separation Payments;
- (k) Verification of Child Support Payments;
- (l) Verification of Income from Business;
- (m) Verification of Pension and Annuities;
- (n) Verification of Veterans Administration Benefits;
- (o) Verification of Assets on Deposit;

(p) Verification of Employment or Enrollment as Full Time Student;

(q) Verification of Income from Military Service;

(r) Verification of Recurring Cash Contributions;

(s) Verification of Unemployment Benefits.

Upon any annual recertification or interim request from COUNTY pertaining to current household income and continued eligibility, TENANT shall have fifteen (15) days from the date of the request to provide the information or TENANT shall be in breach of this Agreement and TBRA assistance will be terminated. COUNTY shall send notice of the default and termination to LANDLORD. COUNTY shall have no further liability for payment of rent or deposits beyond the then current month to either LANDLORD or TENANT. Termination of TBRA subsidy payments under these circumstances shall not give rise to any cause of action for injunctive relief or breach of contract and damages against COUNTY.

Section 6. Portability. As a condition for receipt of TBRA funds, TENANT shall reside only in a rental unit that has been approved by COUNTY and that is within Seminole County during the term of this Agreement. Failure of TENANT to adhere to these conditions shall be grounds for immediate termination of this Agreement and continued eligibility to receive TBRA funding.

Section 7. Term of Agreement. This Agreement shall become effective upon the execution date hereof and shall be for a period coterminous with the Lease but in no event longer than twenty-four (24) months from the date hereof. However, this Agreement may be

renewed or extended for an additional term of TBRA assistance by written amendment to this instrument signed by all parties.

Section 8. Rent Reasonableness. LANDLORD agrees the contract rent for a housing unit leased to TENANT, less the applicable utility allowance, shall not exceed one hundred percent (100%) of the current Fair Market Rent for the corresponding bedroom size, as published by HUD. Neither LANDLORD nor COUNTY shall apply any TBRA assistance paid on behalf of TENANT towards the special purposes of HUD's Section 8 program to the extent that such alternative funding becomes available to either party.

Section 9. Adherence to TBRA Plan, Housing Quality Standards and HUD Policies.

(a) LANDLORD shall perform or otherwise strictly adhere to all express or implied conditions of COUNTY's TBRA Implementation Plan, Housing Quality Standards, and HOME Program Conflict of Interest Policy as set forth in Exhibits "A-1", "A-2" and "A-3", respectively.

(b) TENANT shall maintain the rental property in an acceptable and healthy condition and in full compliance with the Lease.

(c) TENANT and LANDLORD agree to allow COUNTY to randomly inspect the housing unit in order to ascertain compliance with HUD's minimum Housing Quality Standards. COUNTY shall provide not less than forty-eight (48) hours notice to both LANDLORD and TENANT of its intent to inspect the rental property and shall conduct any inspection at a time that is convenient to TENANT. Neither TENANT nor LANDLORD shall unreasonably withhold consent to any such request.

Section 10. Lease Agreement.

(a) As a precondition to eligibility for TBRA funding, TENANT and LANDLORD shall agree to a Lease of at least one (1) year duration unless COUNTY shall have given express County Approval for a shorter term. COUNTY shall have the right to review and approve any proposed Lease(s) prior to execution by TENANT. Failure to obtain County Approval of any proposed Lease or any renewal thereof shall render the transaction ineligible for TBRA funding.

(b) In the event TENANT is absent from the leased premises for longer than two (2) weeks without notice to LANDLORD, abandons the premises for any reason or is found to be in substantial violation of the Lease, LANDLORD shall promptly notify COUNTY of same so that a prompt determination of TENANT's continued TBRA eligibility can be performed.

(c) Termination of TBRA assistance to TENANT shall also result from those acts or omissions specified in Exhibit "D" to this Agreement and entitled "Reasons for Termination".

(d) LANDLORD and TENANT's conduct as well as the Lease terms between LANDLORD and TENANT shall fully comply with all provisions of Chapter 83, Part II, Florida Statutes (Residential Tenancies) and 24 CFR, section 92.253. Additionally, the Lease may not contain any of the following provisions:

(1) A consent by the TENANT to be sued, to admit guilt, or to a judgment in favor of the LANDLORD in a lawsuit brought in connection with the Lease;

(2) Agreement by the TENANT that the LANDLORD may take, hold, or sell personal property of household members without notice to the TENANT and a court decision addressing the rights of the parties. This prohibition, however, does not apply to an agreement by the TENANT concerning disposition of personal property remaining in the housing unit after the TENANT has moved out of the unit. The LANDLORD may dispose of this personal property in accordance with State law;

(3) Agreement by the TENANT not to hold the LANDLORD or the LANDLORD's agents legally responsible for any action or failure to act, whether intentional or negligent;

(4) Agreement of the TENANT that the LANDLORD may institute a lawsuit without notice to the TENANT;

(5) Waiver of legal proceedings by the TENANT allowing the LANDLORD to evict the TENANT or household members without instituting a civil court proceeding providing the opportunity to present a defense, or before a court decision on the rights of the parties;

(6) Agreement by the TENANT to waive any right to a trial by jury;

(7) Waiver of TENANT's right to appeal an adverse court decision in connection with the Lease; and

(8) Any provision requiring TENANT to pay attorney's fees or other legal costs even if the TENANT wins in a court proceeding by the LANDLORD against the TENANT. The TENANT, however, may be obligated to pay costs if the TENANT loses.

(c) LANDLORD may not terminate the tenancy or refuse to renew the Lease except for serious or repeated violation of the terms and conditions of the Lease; for violation of applicable Federal, State, or local law; for completion of the tenancy period for transitional housing eligible for TBRA funding; or for other good cause as stated in this Agreement. To terminate or refuse to renew tenancy, LANDLORD must serve written notice upon TENANT and COUNTY specifying the grounds for the action at least thirty (30) days before the termination of the tenancy.

Section 11. Compliance with Federal, State and Local Laws and Regulations. During the execution and implementation of this Agreement, LANDLORD shall comply with all applicable Federal, State and local laws, regulations and ordinances, including but not limited to the following:

(a) 24 CFR Part 92 relating to subsidized rental housing and TBRA in particular;

(b) Chapter 83, Part II, Florida Statutes - "Residential Tenancies";

(c) Chapter 112, Part III, Florida Statutes - "Code of Ethics for Public Officers and Employees". LANDLORD shall not engage in any actions under this Agreement that would create a conflict of interest for itself or involving any of its officers, directors or employees pursuant to said statutes;

(d) Chapter 119, Florida Statutes - "Public Records";

(e) Section 220.115, Seminole County Code, prohibiting the illegal use of public monies for unethical purposes involving COUNTY personnel. Violations of said Code provision shall be grounds for

unilateral termination of this Agreement by the COUNTY; and

(f) COUNTY's Local Relocation and Anti-displacement Policy (the "Policy") as it relates to performance under this Agreement. Should circumstances necessitate, as determined by applicable Federal regulations, particularly as to compliance with the Uniform Relocation Assistance and Real Property Act (the "Act"), LANDLORD shall immediately notify the COUNTY accordingly. Upon such notification, COUNTY shall implement and administer the Policy and the Act pursuant to this Agreement. The parties agree that, should the aforementioned occur, COUNTY may, at its sole option, use TBRA funds otherwise payable on behalf of TENANT to pay for relocation and displacement costs.

Section 12. Insurance. LANDLORD shall ensure that its own property and general liability insurance coverage or self-insurance program and the insurance coverage of its contracted agents, property manager(s) or other vendors is adequate and sufficient for the activities performed pursuant to this Agreement. LANDLORD shall ensure that the insurance requirements imposed on all vendors, contractors and agents conform to and comply with this Agreement and applicable Federal, State and local regulations. LANDLORD shall name both LANDLORD and COUNTY as additional insureds in the insurance policies required hereunder and to provide proof of adequate insurance to COUNTY upon request.

Section 13. Management Assistance. The CS Administrator shall be reasonably available to LANDLORD to provide guidance on applicable HUD HOME and TBRA regulations; provided, however, that this provision shall not be construed as giving legal advice to LANDLORD or relieving

LANDLORD from any duties or obligations set forth herein in the absence of such guidance.

Section 14. Maintenance of Records.

(a) LANDLORD shall, at a minimum, maintain all program records required by applicable Federal, State and local laws, rules, regulations and procedures.

(b) LANDLORD shall maintain such records, accounts and property and personnel records as deemed necessary by Florida law and the COUNTY or otherwise typical in sound business practices to assure proper accounting of TBRA funds and compliance with this Agreement.

(c) LANDLORD shall maintain all necessary financial records as required by Federal and State law and ensure maintenance of financial records relative to the following matters:

(1) Rents and security deposits paid to LANDLORD on behalf of TENANT;

(2) Items purchased and paid for from TBRA funds through standard procedures adopted by LANDLORD as well as related invoices and copies of canceled checks;

(3) Agreements, including the Lease itself, billings and copies of canceled checks.

(d) If receiving more than \$500,000 per year from all Federal sources, LANDLORD shall perform an annual audit of Tenant Based Rental Assistance activities in accordance with Federal OMB Circular A-133. Copies of all audits regarding or otherwise relating to the use of these funds shall be provided to the COUNTY and the CS Administrator. The audit shall include an opinion of compliance or non-compliance

with the applicable HOME and TBRA regulations.

(e) All records of whatsoever type or nature required by this Agreement shall be available for audit, inspection and copying in accordance with Chapter 119, Florida Statutes. The COUNTY shall have the right to obtain and inspect any audit pertaining to this Agreement made by any Federal, State or local agency. LANDLORD shall retain records and supporting documentation related to this Agreement for a minimum of five (5) years after resolution of the final audit and in accordance with Florida law; provided, however, that if litigation ensues from any matter arising pursuant to this Agreement or the Lease, such records shall be maintained until the litigation is concluded, even if longer than five (5) years.

Section 15. Certification Regarding Lobbying. LANDLORD certifies by its signature hereunder, that to the best of its knowledge and belief:

(a) No Federally appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan or cooperative agreement.

(b) If any funds other than HOME and/or TBRA Program funds have been paid or will be paid to any person for influencing or attempting

to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or any employee of a member of Congress in connection with this Agreement, LANDLORD shall promptly prepare and submit Federal OMB form SF-LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

Section 16. Liability. COUNTY shall not be liable to any person, firm, entity or corporation who contracts with or who provides goods or services to LANDLORD or TENANT in connection with the subject matter of this Agreement or for debts or claims accruing to such parties against LANDLORD or TENANT. This Agreement shall not create a contractual relationship, either express or implied, between COUNTY and any other person, firm or corporation as a result of the anticipated receipt of TBRA funding from COUNTY hereunder. Section 768.28, Florida Statutes, shall be deemed as controlling with respect to any actions in tort naming COUNTY as a defendant. Nothing in this Agreement or in this Section shall be construed as constituting a waiver of or the limitations of damages for torts conferred on COUNTY by said statute or the COUNTY's remaining sovereign immunity.

Section 17. Indemnification.

(a) LANDLORD, TENANT or, if circumstances require, both shall defend, hold harmless and indemnify COUNTY, its officers, boards, employees and agents from and against any and all liability, loss, claims, damages, costs, attorney's fees and expenses of whatsoever kind, type or nature which COUNTY may sustain, suffer or incur or be required to pay by reason of the loss of any monies paid to LANDLORD on behalf of TENANT or whomsoever resulting out of fraud, defalcation, dishonesty or

failure of LANDLORD, TENANT or both to comply with applicable laws, rules or regulations; or by reason or as a result of any act or omission of LANDLORD, TENANT or both in the performance of this Agreement or any part thereof; or by reason of a judgment over and above the limits provided by insurance required hereunder; or by failure to pay TBRA rent or deposit subsidies resulting from financial shortfalls caused by LANDLORD or TENANT's failure to supply required reports to COUNTY; financial shortfalls caused by the United States government or HUD's failure to appropriate sufficient TBRA funding for continued performance under this Agreement; or as may otherwise result in a judgment for damages from any intentional or negligence torts on the part of LANDLORD, TENANT or both; or as may result in any way or instance whatsoever.

(b) In the event that any action, suit or proceeding is brought against COUNTY upon any alleged liability arising out of this Agreement or any other matter relating to this Agreement, COUNTY shall provide notice in writing thereof to LANDLORD and TENANT by certified mail, return receipt requested, addressed to LANDLORD and TENANT at their addresses herein provided. Upon receiving notice, LANDLORD or TENANT, at its or their own expense, shall diligently defend against the action, suit or proceeding and take all action necessary or proper therein to prevent the obtaining of a judgment against COUNTY.

(c) Nothing herein shall prevent COUNTY from retaining or using its own counsel if it concludes that such is essential to maintain its defense or if LANDLORD or TENANT's counsel is unable to represent COUNTY's interests due to ethical conflicts. In such circumstances,

LANDLORD or TENANT shall continue to absorb those costs at their own expense.

Section 18. Notice. Whenever a required notice or report is to be given by any party to this Agreement it shall be sent by United States Mail to the other parties as shown below:

For COUNTY:

Community Assistance Division Manager
Community Services Department
534 W. Lake Mary Blvd.
Sanford, Florida 32773

For LANDLORD:

For TENANT:

A party may change, by written notice as provided herein, the address or person for receipt of notice. Mere change of the person(s) to whom notices are sent may be done by a written letter sent via first class, U.S. Mail without need for formal amendment to this Agreement. Any such change to the point of contact person(s) shall be attached to each party's copies of this Agreement.

Section 19. Assignment and Disclaimer of Third Party Beneficiaries. No party hereto may assign this Agreement to any other party without the consent of the others. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue to or for the benefit of any other third party.

Section 20. Modification or Amendment to Agreement. No modification, amendment or alteration in the terms or conditions contained herein or the several Exhibits hereto shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

Section 21. Equal Opportunity Employment. LANDLORD agrees that it will not discriminate against any employee or applicant for employment for work involving matters under this Agreement because of race, color, religion, sex, age or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 22. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with the dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) The parties agree that they will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were

not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which they had knowledge and failed to present during the dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through more formal mediation pursuant to Chapter 44, Florida Statutes. Mediator selection and the procedures to be employed shall be acceptable to all parties. Costs of mediation shall be shared equally among the parties participating in the mediation.

(d) The venue for any lawsuit shall be the Circuit Court for the 18th Judicial Circuit in and for Seminole County as to State law causes of action and the United States District Court, Middle District of Florida, Orlando Division as to Federal causes of action.

(e) Noting in this section shall be interpreted or applied in a manner that conflicts with Chapter 83, Part II, Florida Statutes, "Residential Tenancies" or 24 CFR 92.253 "Tenant and Participant Protections".

Section 23. Termination, Breach and Remedies.

(a) LANDLORD may terminate this Agreement for good cause upon thirty (30) days prior written notice of intent to terminate delivered to COUNTY by certified mail with a return receipt requested or by hand delivery with proof of delivery. Good cause shall mean the cessation of TENANT's eligibility for TBRA benefits, TENANT's default under the Lease and/or this Agreement, abandonment of the rental property or the subject rental property being destroyed or otherwise rendered

uninhabitable through no fault of LANDLORD.

(b) COUNTY may terminate this Agreement with or without good cause immediately upon written notice sent to LANDLORD. Good cause shall include the same circumstances as described in subparagraph (a), above; the United States Government's discontinuance of funding for the TBRA program for any reason; or TENANT's violations of the terms of Exhibit "D" hereto (Reasons for Termination).

(c) In the event of termination, LANDLORD shall:

(1) Prepare all necessary reports and documents required under the terms of this Agreement up to the date of termination, including a final report and accounting of the type otherwise due at the end of the Lease term without reimbursement for services rendered in completing said reports beyond the termination date.

(2) Take any other reasonable actions related to the termination of this Agreement as directed in writing by COUNTY.

(3) Immediately return any unexpended TBRA funds to COUNTY that may be in LANDLORD's possession.

(4) Desist from making any further commitments of COUNTY TBRA funds.

(d) In the event of termination, COUNTY shall pay all TBRA rent or deposit payments due for TENANT's occupancy of the rental property up through the date of termination.

(e) The following actions shall constitute a breach of this Agreement and default by LANDLORD or TENANT:

(1) Unauthorized or improper use of TBRA funds.

(2) Failure to comply with any requirements of this

Agreement, the Lease and any Federal or State law, regulation or local ordinance.

(3) Unauthorized changes in the scope, components or costs of the residential tenancy including allowance of occupancy by non income qualified persons.

(4) Submission of negligently or fraudulently prepared payment requests, change orders, documents, invoices or reports to COUNTY.

(5) Unauthorized sale, rental, subleasing or conveyance of possession of the subject rental unit(s) to persons other than COUNTY approved and income qualified applicants.

(6) Actual or attempted procurement of disguised or disallowed TBRA payments beyond that expressly allowed by this Agreement.

(7) The initiation of voluntary or involuntary bankruptcy proceedings or the commencement of any proceedings for the assignment of assets for the benefit of creditors pursuant to Chapter 727, Florida Statutes.

(f) Waiver by COUNTY of breach of one provision of this Agreement shall not be deemed to be a waiver of any other subsequent breach of the same or another provision of this Agreement and shall not be construed to be a modification of the terms of this Agreement.

(g) In the event LANDLORD or TENANT breaches this Agreement, COUNTY shall have the immediate right to withhold future payments and to terminate this Agreement. COUNTY may also send a written demand for refund of all monies previously paid to LANDLORD for any TBRA subsidized

residential tenancy that is the subject of a default hereunder. If said demand is not satisfied, COUNTY may record said written demand in the Official Records of Seminole County and it shall constitute a claim of lien upon all real and personal property of LANDLORD.

(h) COUNTY reserves all rights afforded by law and equity to enforce the terms of this Agreement, obtain injunctive relief or recover damages in the event of a breach by LANDLORD, TENANT or both.

Section 24. Severability. If any one or more of the covenants or provisions of this Agreement shall be held to be contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid by a forum of competent jurisdiction, then such covenants or provisions shall be null and void; shall be deemed severable from the remaining covenants or provisions of this Agreement; and shall in no way affect the validity of the remaining covenants or provisions of this Agreement.

Section 25. Entire Agreement. This instrument constitutes the entire agreement between the parties and supersedes all previous discussions, understandings, and agreements, if any, between the parties relating to the subject matter of this Agreement.

Section 26. Incorporation of Exhibits. All Exhibits attached to this Agreement are hereby incorporated into the body of this Agreement by reference and are to be considered an integral part thereof.

Section 27. Miscellaneous.

(a) The parties represent to each other that they have performed all things necessary as conditions precedent to entry into

this Agreement and that the persons whose names appear below have the full right, power and authority to execute this Agreement.

(b) This Agreement shall be construed in accordance with the laws of the State of Florida.

(c) The regulations in 24 CFR Part 92, particularly those contained in Sections 92.209 and 92.253 thereof, shall be deemed controlling for all matters under this Agreement.

(c) This Agreement shall not be construed in favor of one party and against another party by virtue of the fact it was prepared by counsel for one of the parties. All parties acknowledge that they had ample chance to review the covenants hereof and that they had opportunity to consult with their own counsel prior to entering into this Agreement.

(d) All sections and descriptive headings in this Agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

(e) The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties; but this provision shall in no way alter the restrictions hereon in connection with assignment.

(f) It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties or as constituting LANDLORD and TENANT, including their officers, employees or agents as being the agent, representative or employee of COUNTY for any purpose or in any manner whatsoever. LANDLORD and TENANT are now and shall remain

independent contractors with respect to COUNTY as to all matters under this Agreement.

Section 28. Effective Date. This Agreement shall become effective immediately upon its execution by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed:

ATTEST:

LANDLORD

By: _____

[CORPORATE SEAL]

Date: _____

TENANT:

Witness

By: _____

Print Name

Date: _____

Witness

Print Name

SEMINOLE COUNTY, FLORIDA

Witness

By: _____
Community Services Director

Print Name

Witness

Print Name

Attachments:

- Exhibit "A-1" - Seminole County TBRA Implementation Plan
- Exhibit "A-2" - Housing Quality Standards
- Exhibit "A-3" - HOME Program Conflict of Interest Policy
- Exhibit "B" - HOME Request for Unit Approval Form
- Exhibit "C" - TBRA Request for Payment Form
- Exhibit "D" - Reasons for Termination

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EXHIBIT "A-1"

**SEMINOLE COUNTY, FLORIDA
TENANT-BASED RENTAL ASSISTANCE (TBRA)
IMPLEMENTATION PLAN
(Amended May 4, 2009)**

Statement of Policies And Procedures

The County's Tenant-Based Rental Assistance (TBRA) Program is allocated from its HOME Program grant. Its primary function in Seminole County is to accommodate Very Low Income renter households within the County. The administration and implementation of the TBRA Program will be directly administered by Seminole County (the "COUNTY") and shall be in compliance with 24 CFR, Part 92 and with this TBRA Implementation Plan ("the Plan").

Local Objectives

The TBRA Program is designed to provide decent, safe, and sanitary housing for Very Low Income households. Financial assistance in the form of rental subsidy payments will be made on behalf of approved eligible Seminole County resident, Very Low Income tenant households for up to twenty-four (24) months with a minimum of one (1) year lease agreement. Extensions are possible, as addressed in this Plan.

The TBRA Program is designed to assist 1) households involved in self-sufficiency, 2) elderly households, and 3) households with persons with disabilities. All issues related to TBRA not addressed in this document are governed by such Federal regulations, HUD memos, notices and guidelines of the COUNTY.

Fair Housing Policy

It is the policy of the COUNTY to comply fully with all Federal, State, and local non-discrimination laws and with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. Neither COUNTY nor LANDLORD shall deny any household the opportunity to apply for or, depending upon eligibility, receive assistance under the TBRA Program on the basis of ethnicity, color, sex, religion, creed, national, age, family or marital status, or

disability. All households are encouraged to search for housing in areas of non-low income and non-minority concentration.

Translation of Documents

The COUNTY has bilingual staff to assist Spanish speaking households and, when necessary, will provide bilingual staff for verbal translation.

Family Outreach

TBRA subrecipients will publish and disseminate information as to the availability of assistance for Very Low Income households initially and on an as-needed basis. To reach households least likely to apply for TBRA assistance, subrecipients will distribute emails, flyers and/or information sheets to the broadcasting media and locations where preferred households are likely to be informed of the program (public housing authorities, public laundry facilities, affordable rental housing complexes, La Prensa, The Orlando Times, senior centers, agencies that assist persons with disabilities, etc.). Documentation of such notification and/or distribution shall be noted in the program file, with copies of the distributed information.

Community Outreach

The COUNTY encourages owners of decent, safe, and sanitary housing units to lease to TBRA households. The COUNTY especially encourages program participation in units outside predominantly lower income or minority areas, including outreach to owners (e.g., apartment complexes) to recruit eligible units for use by approved households.

Required Postings

The COUNTY will post, in its offices in a conspicuous place, and understandable by persons with disabilities and translated into Spanish, the following information:

- The Plan
- Notice of the status of the waiting list (opened or closed)
- Address of office, office hours, telephone numbers, and hours of operation
- Income limits for admission
- Informal review and informal hearing procedures

- Fair Housing poster and logo
- Equal Opportunity in Employment Poster

Eligibility Criteria

- Seminole County resident (currently residing or employed within Seminole County).
- An applicant must be a "household".
- An applicant must be certified as Very Low Income, in accordance with the HOME Program regulations.
- An applicant may be elderly (age 62+) or disabled.
- An applicant household must possess Social Security numbers for all family members aged six years or older.

Family Composition

The applicant must qualify as a "household". A household may be a single person or a group of persons. A group of persons may be two or more persons who intend to share residency whose income and resources are available to meet the household's needs. A child who is temporarily away from home because of placement in foster care is considered a member of the household. This provision only pertains to the foster child's temporary absence from the home, and is not intended to artificially enlarge the space available for other household members.

Applicant Status

Applicants are required to inform the respective subrecipient of changes in address or other vital information within thirty (30) days of the change. If, after a review and processing of the application, the household is determined to be eligible, it will be notified in writing. This written notification of eligibility will be mailed to the applicant by first class mail, and copied to their file.

If the family is determined to be ineligible based on the information provided in the application, the COUNTY will notify the family in writing and inform them of their right to an informal review. Persons with disabilities may request to have an advocate attend the informal review as an accommodation.

Time of Selection

When enrollment is open, eligible households will be selected from complete applications in date and time sequence, regardless of household size.

Completion of Full Application

All applicants will be required to:

- Complete a Criminal History Request Form.
- Complete a full application. If assistance is needed, such request will be accommodated.

Income Certification

Only households certified as Very Low Income (income not exceeding 50% of the area median income) shall be approved for TBRA. COUNTY shall certify all household incomes through third party verification of income as defined in 24 CFR Part 5. COUNTY shall also re-certify all participant households on an annual basis in order to continue TBRA, and such income re-certifications must be completed within thirty (30) days prior to the anniversary date of the initial income certification for each assisted household.

The COUNTY will maintain a computerized tracking system to ensure the timely recertification of each participant household. Using 24 CFR Part 5 third-party verification, COUNTY shall maintain all income statements, proofs of income, and income calculations in the household's file. Income may be verified from pay stubs, letters from employers, child support decrees, bank statements, statements from the Social Security Administration and any retirement or pension systems, etc. All such income statements must be maintained in the household's file.

Waiting List

COUNTY will maintain a TBRA waiting list for prospective tenant selection. When the need arises, the COUNTY will conduct an open enrollment period for new applicants. Applicants will receive assistance on a first-come, first-approved (income-eligible), first-served basis, as long as funds are available. If any TBRA-assisted

applicants are recruited from any local Section 8 waiting list (i.e., from the Seminole County Housing Authority or the Sanford Housing Authority), then the household's ranking on that waiting list will be maintained during the tenure and after discontinuation of TBRA assistance.

Program Preferences

Only Very Low Income households will be assisted. Also, assistance will only be approved for:

- Participants in a self-sufficiency program (enrolled in accredited institutions of higher education or vocation training institutions, pursuing coursework intended to satisfy requirements for a degree or certificate and, at a minimum, the head or of household or spouse must qualify as a full time student, as defined by his/her school);

- Elderly households (head of household or spouse age 62+);
- Households with persons (head of household or spouse) with disabilities.

Occupancy Standards

There must be at least one person per bedroom on the TBRA contract. Subsidy standards for determining housing size shall be applied in a manner consistent with Fair Housing guidelines. For subsidy standards, an adult is a person 18 years of age or older.

The unit size on the TBRA contract remains the same as long as the family composition remains the same, regardless of the actual unit size rented. Generally, each person will be assigned to a bedroom, with the following exceptions:

- Separate bedrooms should be allocated for persons of the opposite sex (other than adults who have a spousal relationship and children under six years of age).

- Foster children will be included in determining unit size only if they will be in the unit for at least 12 months.

- Foster children will not be required to share a bedroom with family members.

- Live-in attendants will generally be provided a separate bedroom. No additional bedrooms are provided for the live-in attendants' family.

- Space may be provided for a child who is away at school but lives with the family during school recesses.

- Adults of different generations will have separate bedrooms.
- Single person households may be allocated one bedroom.
- Children of the same sex shall occupy a bedroom.

Written Agreement & Lease Agreement

A written three way agreement among each LANDLORD, TENANT, and COUNTY will be executed before any funds are approved. Each written agreement as well as the Lease between TENANT and LANDLORD shall be approved by the COUNTY and shall contain requirements as required by 24 CFR 92.209 and 92.253. The Agreement shall not expire prior to the termination of TBRA unless expressly terminated for cause as stated in the Agreement. The three way agreement shall be maintained in the client's file.

The term of the Lease agreement between the TENANT household and the LANDLORD shall not be less than one (1) year, unless both parties agree otherwise and if expressly approved by COUNTY, and shall not exceed two (2) years (but can be extended beyond two (2) years, if necessary). Any lease agreement or any addendum thereto may not contain any provisions prohibited by 24 CFR 92.253(b). Any lease agreement containing any such prohibited provisions shall be disapproved.

Maximum & Minimum Household Payments

The Seminole County TBRA Program shall follow the Certificate model. Household contribution toward rent is 30% of adjusted gross income (including utility allowance), or \$50.00 per month, whichever is greater. There is no minimum household income requirement. Households who report no income are required to submit a written affidavit of income every thirty (30) days.

Utility Allowances

The TBRA Program uses the same Utility Allowance schedule as the local Section 8 Rental Assistance Program, as updated and amended.

Briefing Types & Required Attendance

COUNTY shall conduct briefings for approved households. The briefings may be conducted with groups or individuals. Briefings will be conducted in English, but translation will be provided for persons who speak only Spanish, at no expense or charge.

TBRA assistance will not be provided to a household unless a representative has attended a briefing. Applicants who fail to attend two (2) scheduled briefings may be denied admission based on failure to supply information needed for certification. Briefings for households with disabilities may be conducted at the applicant's home, upon request.

Case Management & Supportive Services

COUNTY shall provide, directly or indirectly, case management and sufficient supportive services to ensure family stability, better living conditions, and achievement toward self-sufficiency, where applicable. Tenants must participate in case management while receiving TBRA funding.

Eligible Types of Housing

Any of the following types of housing are eligible:

- Single family homes
- Duplexes, triplexes and four-plexes
- Multi-family units
- Manufactured homes where the tenant leases the mobile home and

pad

Units receiving Project-Based Section 8 assistance or any duplicative rental subsidies are not eligible for TBRA assistance. HOME-assisted units are eligible; however, no households will be required to select a HOME unit as a condition of receiving TBRA.

All units must also comply with minimum Section 8 Housing Quality Standards (HQS) for TBRA housing, as published by the U.S. Department of Housing & Urban Development (HUD), attached hereto.

Payment Standard

The TBRA Payment Standard is established at 100% of the Section 8 Fair Market Rent (FMR) for the Orlando Metropolitan Statistical Area (MSA), as revised from time to time. Contract rent will not exceed 100% of FMR, less the established utility allowance. Each subrecipient will make a determination as to the reasonableness of the proposed rent in relation to comparable units available for lease in the private unsubsidized market. All rents and increases in rent must be approved by the COUNTY prior to TBRA assistance being approved. COUNTY shall not approve a rent until it determines that the rent is reasonable. Documentation of rent reasonableness (a written market analysis) must be maintained in each client file.

Information to LANDLORDS

In accordance with HUD requirements, COUNTY will furnish prospective owners (Landlords) with the household's current address and, if known and if applicable, the name and address of the LANDLORD at the household's current and prior address. It is the responsibility of the LANDLORD to determine the suitability of prospective tenants. LANDLORDS are encouraged to screen applicants for factors related to the household's suitability as tenants.

Guidelines for Unit Inspections

There are three types of inspections to be performed by COUNTY:

- Initial/Move-in
- Annual
- Special/Complaint

The Initial Inspection will:

- Determine if the unit and property meet HQS.
- Document the current condition of the unit as to assist in future evaluations whether the condition of the unit exceeds normal wear and tear.

- Document the information to be used for determination of rent reasonableness.

- Verify which utilities will be paid by the LANDLORD and by the tenant.

If the unit fails the initial HQS inspection, the LANDLORD will be advised to notify the COUNTY once repairs are completed.

HQS inspections will be conducted at least annually, within 30 days prior to the anniversary month of the contract. The LANDLORD must correct all HQS deficiencies within 30 days. The household must allow inspections of the unit at reasonable times with reasonable notice. Inspections will be conducted on business days only.

Time Standards for Repairs:

- The LANDLORD must correct emergency items that may endanger the household's health or safety within twenty-four (24) hours of notification.

- For non-emergency items, repairs must be made within thirty (30) days.

- For major repairs, COUNTY may approve an extension beyond thirty (30) days, on a case-by-case basis.

If at any time the TENANT or LANDLORD indicates that the unit does not meet HQS, an inspection must be scheduled. The COUNTY may also conduct a special inspection based on information from third parties such as neighbors or public officials. The COUNTY will inspect only the items which were reported, but if the field inspector notices additional deficiencies that would cause the unit to fail HQS, the responsible party will be required to make the necessary repairs.

Rent Adjustments

The LANDLORD may not request rent adjustments prior to the expiration of any Lease. All rent adjustments must be pre-approved by COUNTY.

Annual Income Recertification

Households are required to be re-certified at least annually, using third party verification, from the date of initial certification. COUNTY will have all re-certifications for households completed before this anniversary date.

Reporting Changes in Income

Each household must report interim changes in household composition or income to COUNTY within ten (10) days of the change. Any information, document or signature needed from the household needed to verify the change must be provided within ten (10) days of the notification date. If the household does not report the change in a timely manner, any increase in tenant rent will be effective retroactive to the date it would have been effective had it been reported on a timely basis.

Portability

All households approved for TBRA must reside within the boundaries of Seminole County while receiving assistance, and any assisted households relocating outside of Seminole County will forfeit participation in the program.

Contract Termination

The term of the TBRA Agreement between COUNTY, LANDLORD, and TENANT is the same as the term of the Lease agreement. The agreement may be terminated by COUNTY or by the TENANT terminating the Lease Agreement. The LANDLORD may also terminate the Lease Agreement for due cause.

If the household continues to occupy the unit after the TBRA contract is terminated, the household is responsible for the total amount of gross rent due to the LANDLORD. In addition, the LANDLORD will have no right to claim compensation from the TBRA Program or from Seminole County for any vacancy loss.

Grounds for Denial/Termination

COUNTY may, at any time, at its option, deny TBRA assistance for an applicant or terminate program assistance for a participant for any of the following reasons:

- The household violates any obligation under the program as described in this Plan.
- The household currently owes rent or other debts to any agency in connection with any other federally-funded housing assistance.
- The household has not reimbursed any agency for amounts paid to a LANDLORD for rent, damages, or other amounts owed by the household under the Lease.

- The household has engaged in or threatened abusive/violent behavior toward anyone. This includes verbal as well as physical abuse or violence. Use of expletives that are generally considered insulting, racial epithets, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. Actual physical abuse or violence will always be cause for termination.

- Any member of the household whose drug or alcohol abuse is criminal or interferes with the health, safety or peaceful enjoyment of other residents.

- Criminal activity by a household member, such as:

- Drug-related criminal activity (as defined in law)
- Any felony arrest or crimes of moral turpitude that is less than 3 years old.
- Violent criminal activity.
- Repeated criminal activity

If denial or termination is based upon behavior related to a disability, COUNTY will delay the denial or termination in order to determine if there is an accommodation which would mitigate the behavior resulting from the disability.

Lead-Based Paint (LBP) Requirements & Responsibilities

The following units are exempt from the Plan as it relates to LBP requirements:

- Units built after December 31, 1977;
- Zero (0) bedroom and Single Room Occupancy (SRO) units;
- Housing built for the elderly or persons with disabilities, unless a child under age six resides or is expected to reside in such housing;

- Properties inspected in accordance with the regulations effective September 15, 2000, and are certified to have no LBP;

- Properties in which all LBP was identified and removed, and were cleared in accordance with the regulations effective September 15, 2000.

Non-Exempt or Covered Units:

For dwellings built before 1978 and to be occupied by assisted households with children under age six, LBP requirements apply to:

- The interior and exterior paint surfaces associated with the assisted unit; and
- The common areas servicing the unit, including those areas through which residents must pass to gain access, and other areas frequented by resident children under age six, such as play areas and child care facilities. Common areas also include garages, outbuildings, and fences on the assisted property.

LANDLORD and COUNTY are responsible for the following activities:

- The visual assessment for deteriorated paint;
 - Assuring that clearance examinations are conducted when required;
 - Record keeping;
 - Disclosing any known LBP hazards to all parties prior to execution of a Lease agreement;
 - Providing all prospective families with a copy of Protect Your Family From Lead in Your Home;
 - When necessary, requiring the LANDLORD to perform abatement to correct deteriorated paint;
 - Each time abatement is performed, notifying the resident about the conduct of lead hazard reduction activities and clearance;
 - Conducting lead hazard reduction activities, when required;
- and
- Requiring the LANDLORD to perform ongoing maintenance. As part of ongoing maintenance, the LANDLORD must provide written notice to each assisted household asking the occupants to report any deteriorated paint. The notice must include the name, address, and phone number of the person responsible for accepting the occupant's complaint.

Conflict of Interest

LANDLORD and TENANT will comply with the COUNTY's HOME Conflict of Interest Policy, attached hereto.

Marketing Plan

Program information will be provided to facilities and service centers such as, but not limited to, the University of Central Florida, Seminole Community College, the Rescue Outreach Mission of Sanford, Heart to Heart (f/k/a Lisa Merlin House), Safehouse of Seminole, the Center for Affordable Housing, GoldenRule Housing and Community Development Corporation, the Goodwill Self-Sufficiency Job Center, and other agencies serving elderly persons and persons with disabilities for Seminole County residents. Dissemination will also be provided by staff presentations where appropriate.

Supplementary Assistance to Households

COUNTY shall provide assistance to applicants in the form of housing counseling (budgeting, home maintenance, etc.), assistance in locating and referring housing units, etc.



EXHIBIT "A-2"

HOUSING QUALITY STANDARDS

Seminole County HOME Program

Tenant-Based Rental Assistance (TBRA) Program

All assisted housing must meet the Section 8 Housing Quality Standards (HQS) performance requirements and acceptability criteria both at commencement of assisted occupancy and throughout the assisted tenancy. Seminole County may approve acceptability criteria variations for the following purposes:

- Variations which apply standards in local housing codes or other codes adopted by the County; or
- Variations because of local climatic or geographic conditions.

The COUNTY will not approve any acceptability criteria variation if it believes that such variation is likely to adversely affect the health or safety of participant families, or severely restrict housing choice within Seminole County.

Sanitary facilities:

The dwelling unit must include sanitary facilities located in the unit. The sanitary facilities must be in proper operating condition and adequate for personal cleanliness and the disposal of human waste. The sanitary facilities must be usable in privacy.

The bathroom must be located in a separate private room and have a flush toilet in proper operating condition. The dwelling unit must have a fixed basin in proper operating condition, with a sink with hot and cold running water. The dwelling unit must have a shower or a tub in proper operating condition with hot and cold running water. The facilities must utilize an approved public or private disposal system (including a locally approvable septic system).

Food preparation and refuse disposal:

The dwelling unit must have suitable space and equipment to store, prepare, and serve foods in a sanitary manner. There must be adequate facilities and services for the sanitary disposal of food waste and

refuse, including facilities for temporary storage of waste where necessary (e.g., garbage cans).

The dwelling unit must have an oven and a stove or range, and a refrigerator of appropriate size for the family. All of the equipment must be in proper operating condition. The equipment may be supplied by either the LANDLORD or the TENANT. A microwave oven may be substituted for an LANDLORD-supplied oven and stove or range if the TENANT agrees and microwave ovens are furnished instead of an oven and stove or range to both subsidized and unsubsidized tenants in the building or premises.

The dwelling unit must have a kitchen sink in proper operating condition, with a sink with hot and cold running water. The sink must drain into an approved public or private system.

The dwelling unit must have space for the storage, preparation, and serving of food. There must be facilities and services for the sanitary disposal of food waste and refuse, including temporary waste storage facilities where necessary (e.g., garbage cans).

Space and security:

The dwelling unit must provide adequate space and security for the family. At a minimum, the dwelling unit must have a living room, a kitchen area and a bathroom.

The dwelling unit must have at least one (1) bedroom or living/sleeping room for each two (2) persons. Children of opposite sex, other than very young children, may not be required to occupy the same bedroom or living/sleeping room.

Dwelling unit windows that are accessible from the outside, such as first floor and fire escape windows, must be lockable. Windows that are nailed shut are acceptable only if these windows are not needed for ventilation or as an alternate exit in case of fire.

The exterior doors of the dwelling unit must be lockable. Exterior doors are doors by which someone can enter or exit the dwelling unit.

Thermal environment:

The dwelling unit must have and be capable of maintaining a thermal environment healthy for the human body. There must be a safe system for heating and cooling the dwelling unit. The system must be in proper operating condition. The system must be able to provide adequate heat and cooling, either directly or indirectly, to each room, in order to assure a healthy living environment appropriate to the climate.

The dwelling unit must not contain unvented room heaters that burn gas, oil, or kerosene. Electric heaters are acceptable.

Illumination and electricity:

Each room must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of occupants. The dwelling unit must have code-compliant and sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must be code-compliant and must ensure safety from fire.

There must be at least one (1) window in the living room and in each sleeping room. The kitchen area and the bathroom must have a permanent ceiling or wall light fixture in proper operating condition. The kitchen area must also have at least one (1) electrical outlet in proper operating condition. The living room and each bedroom must have at least two (2) electrical outlets in proper operating condition. Permanent overhead or wall-mounted light fixtures may count as one of the required electrical outlets.

Structure and materials:

The dwelling unit must be structurally sound. The structure must not present any threat to the health and safety of the occupants and must protect the occupants from the environment. Ceilings, walls, and floors must not have any serious defects such as severe bulging or leaning, large holes, loose surface materials, severe buckling, missing parts, or other serious damage.

The roof must be structurally sound and weathertight. The exterior wall structure and surface must not have any serious defects such as serious leaning, buckling, sagging, large holes, or defects that may result in air infiltration or vermin infestation. The condition and equipment of interior and exterior stairs, halls, porches, walkways, etc., must not present a danger of tripping and falling. For example, broken or missing steps or loose boards are unacceptable. Elevators must be working and safe.

Interior air quality:

The dwelling unit must be free of pollutants in the air at levels that threaten the health of the occupants. The dwelling unit must be free from dangerous levels of air pollution from carbon monoxide, sewer gas, fuel gas, dust, and other harmful pollutants.

There must be adequate air circulation in the dwelling unit. Bathroom areas must have at least one (1) operable window or other adequate exhaust ventilation. Any room used for sleeping must have at least one (1) window. If the window is designed to be operable, the window must work.

Water supply:

The water supply must be free from contamination. The dwelling unit must be served by an approvable public or private water supply that is sanitary and free from contamination.

Lead-based paint:

The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, M, and R of this title apply to units assisted under this part.

Access:

The dwelling unit must be able to be used and maintained without unauthorized use of other private properties. The building must provide an alternate means of exit in case of fire (such as fire stairs or egress through windows).

Site and Neighborhood:

The site and neighborhood must be reasonably free from disturbing noises and reverberations and other dangers to the health, safety, and general welfare of the occupants. The site and neighborhood may not be subject to serious adverse environmental conditions, natural or manmade, such as dangerous walks or steps; instability; flooding, poor drainage, septic tank back-ups or sewage hazards; mudslides; abnormal air pollution, smoke or dust; excessive noise, vibration or vehicular traffic; excessive accumulations of trash; vermin or rodent infestation; or fire hazards.

Sanitary condition:

The dwelling unit and its equipment must be in sanitary condition. The dwelling unit and its equipment must be free of vermin and rodent infestation.

Smoke detectors:

Each dwelling unit must have at least one (1) battery-operated or hard-wired smoke detector, in proper operating condition, on each level of the dwelling unit, including basements but excepting crawl spaces and unfinished attics. Smoke detectors must be installed in accordance with and meet the requirements of the National Fire Protection Association Standard (NFPA) 74 (or its successor standards). If the dwelling unit is occupied by any hearing-impaired person, smoke detectors must have an alarm system, designed for hearing-impaired persons as specified in NFPA 74 (or successor standards).



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EXHIBIT "A-3"

CONFLICT OF INTEREST POLICY

Seminole County HOME Program

Applicability:

In the procurement of property and services by the COUNTY and its HOME Program subrecipients (whether private, for-profit, nonprofit, or Community Housing Development Organization [CHDO]), the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, apply. In all situations not governed by those provisions, the provisions of this Policy apply.

Where more strict or complimentary provisions are imposed by Part III, Chapter 112, Florida Statutes (Code of Ethics for Public Officers and Employees), which are not inconsistent with the above cited regulations, such State statutes shall also be deemed controlling on all persons covered by this Policy. Covered Persons (as defined below) as well as LANDLORDS, Owners, Sponsors, Developers and Subrecipients shall be further bound by the provision of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly Section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any kind beyond a nominal \$25.00 value, kickbacks or using any moneys received from or through the COUNTY for lobbying the State Legislature or any branch of State government.

Covered Persons:

The conflict of interest provisions of this Policy shall apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of Seminole County or any of its subrecipients (as defined in the previous paragraph) that receive HOME Program funds.

Conflicts Prohibited:

No person or persons described in the previous paragraph who exercise or have exercised any functions, duties, or responsibilities with respect to HOME-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to these activities, may obtain any financial interest or

benefit from a HOME-assisted activity or project, or have any interest in any agreement, contract, or subcontract involving Seminole County's HOME Program or HOME funding, or any proceeds thereunder, either for themselves or those with whom they have family (including domestic partners) or business ties, during their tenure or for one (1) year thereafter.

Covered Persons shall avoid apparent as well as actual conflicts of interest. If any Covered Person believes that he or she is faced with an actual or potential conflict, that person shall immediately report it to the Community Assistance Manager and provide a reasonably detailed memorandum of the facts and circumstances that the Covered Person believes may be an ethical conflict. In any circumstances where the Community Assistance Manager is in doubt as to any potential conflict, he or she will seek an opinion from the County Attorney's Office and if subsequently determined to be necessary, from the Florida Commission on Ethics. Such request for opinion shall be submitted through the Community Services Director. The Covered Person shall have no further involvement with functions, responsibilities and decision making processes relative to the HOME program transaction(s) that gave rise to the question unless and until the requested legal opinion finds that no such conflict exists.

Exceptions:

Upon the written request of any of the persons described above, the COUNTY will contact the U.S. Department of Housing & Urban Development (HUD) to seek an exception to the above paragraph. Such exceptions will be considered on a case-by-case basis when the COUNTY, based upon HUD's approval, determines that the exception will serve to further the purposes of Seminole County's HOME Program and the effective and efficient administration and/or implementation of any particular HOME-assisted activity or project.

Before any request for an exception is submitted to HUD, the COUNTY must obtain an opinion from the Seminole County Attorney's Office that the interest for which the exception is requested would not violate

State or local law. An exception will be requested from HUD only if the requestor has provided a full disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict, and a full description of how the public disclosure was made.

In seeking an exception from HUD, and before consulting its County Attorney's Office as described above, the COUNTY will consider the cumulative effect of the following factors, as applicable:

- Whether the proposed exception would provide a significant cost benefit or a substantial or essential degree of expertise to the HOME Program, the activity, or the project which would otherwise not be available;

- Whether the person or persons affected is a member of a group or class of Very Low Income persons intended to be the beneficiaries of the HOME-assisted activity, and the exception will permit such person or persons to receive generally the same interests or benefits as is made available or provided to the group or class generally;

- Whether the affected person or persons have withdrawn from functions or responsibilities, or from the decision-making process with respect to the specific HOME-assisted activity or project, and any relevant agreements, contracts, or subcontracts, in question;

- Whether the interest or benefit was present before the affected person or persons were in a position as described above;

- Whether undue hardship will result either to the COUNTY or the person or persons affected when weighed against the public interest served by avoiding the prohibited conflict; and

- Any other relevant considerations.

LANDLORDS, Owners, Sponsors, & Developers:

No landlord, owner, sponsor, or developer of a HOME-assisted project or activity (or any officer, employee, agent, or consultant of same), whether private, for-profit, or nonprofit (including any CHDOs, when acting in such capacity) may occupy any HOME-assisted housing unit. This provision does not apply to a person who receives HOME funds to

acquire or rehabilitate his or her principal residence. No employee or agent of the LANDLORD, owner, sponsor, or developer of a rental housing project may occupy a HOME-assisted housing unit as the project manager or maintenance worker unless she/he is income-qualified under the HOME Program income requirement.

Upon the written request of a HOME-assisted LANDLORD, owner, sponsor, or developer, the COUNTY may, based upon HUD's approval, grant an exception to the provisions herein on a case-by-case basis when it determines that the exception will serve to further the purposes of the HOME Program and the effective and efficient administration and/or implementation of the LANDLORD's, owner's, sponsor's, or developer's HOME-assisted project. In determining whether to grant a proposed exception, the COUNTY will consider the following factors while making a request to HUD:

- Whether the person or persons receiving the benefit is a member of a group or class of Very Low Income persons intended to be the beneficiaries of the assisted housing, and the proposed exception will permit such person or persons to receive generally the same interests or benefits as are being made available or provided to the group or class in general;

- Whether the person or persons have withdrawn from his or her functions or responsibilities, or from the decision-making process with respect to the specific assisted housing in question;

- Whether the tenant protection requirements of 24 CFR 92.253 are being observed;

- Whether the COUNTY's Affirmative Marketing Procedures and Requirements are being observed and followed, if applicable; and

- Any other factor relevant to the COUNTY's and HUD's determination, including the timing of the proposed exception.

- LANDLORDS, Owners, Sponsors and Developers shall be further bound by the provisions of Chapter 220, Seminole County Code (the "Purchasing Code") including particularly section 220.115 thereof, prohibiting the giving or acceptance of gifts or gratuities of any

kind beyond a nominal \$25.00 value, kickbacks or using any moneys received from or through the County for lobbying the State Legislature or any branch of State government.



Not for Execution

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EXHIBIT "B"

**HOME PROGRAM REQUEST FOR UNIT APPROVAL
(To be completed by LANDLORD)**

TENANT NAME & APPLICATION NO.:	LANDLORD NAME:	NO. OF BEDROOMS:
UNIT NO. & ADDRESS		LANDLORD'S ADDRESS:
		TELEPHONE NO.:

INSTRUCTIONS:

This form should be completed by the TENANT and the LANDLORD to request the COUNTY's approval of the unit for which the TENANT has elected to receive rental assistance.

LANDLORD: Please read the attached Agreement and information about Housing Quality Standards provided in Exhibit A-2 to said Agreement. After the TENANT submits this request to COUNTY, a staff member will contact you to arrange for an inspection. The COUNTY is not responsible for any part of the rent prior to unit approval and execution of the three way agreement between LANDLORD, TENANT and COUNTY. Please attach a copy of your proposed Lease to this form.

TENANT: With the LANDLORD, fill out this form completely and return it to: _____ Do not sign a lease until the COUNTY has inspected and approved the unit.

- (1) TYPE OF UNIT: ☐ Single Family ☐ Semi-detached/Row House
 ☐ Garden/Walk up ☐ Elevator/High Rise
 ☐ Mobile Home Date Constructed: _____

- (2) Most recent rent charged: _____

Were the same utilities/appliances included in the rent: ☐ Yes ☐ No

<u>(3) Utilities and Appliances</u>	<u>Provided by LANDLORD</u>	<u>Provided by TENANT</u>
Heating(fuel type:_____)	<input type="checkbox"/>	<input type="checkbox"/>
Cooking(fuel type:_____)	<input type="checkbox"/>	<input type="checkbox"/>
Electric	<input type="checkbox"/>	<input type="checkbox"/>
Hot Water(fuel type:_____)	<input type="checkbox"/>	<input type="checkbox"/>
Water	<input type="checkbox"/>	<input type="checkbox"/>
Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>
Range	<input type="checkbox"/>	<input type="checkbox"/>
Trash Collection	<input type="checkbox"/>	<input type="checkbox"/>

LANDLORD CERTIFICATION: By executing this request, LANDLORD certifies that: (1) the information provided on the form is accurate and true; (2) the proposed unit is not assisted or covered by any other federally funded rental subsidy contract (3) the unit currently meets Housing Quality Standards (or will be brought to HQS standard before the LEASE is executed; and (4) this unit is made available, managed, and operated regardless of race, color, creed, religion, sex, national origin, handicap, or familial status.

TENANT NAME (Type or Print):	LANDLORD NAME (Type or Print):
SIGNATURE/DATE	SIGNATURE/DATE

EXHIBIT "C"

REQUEST FOR TBRA PAYMENT

LANDLORD: _____

Name of TENANT: _____

Address of Housing Unit(s): _____

Amount Requested: _____

Purpose of Request: Deposit / Monthly Rent / Replenishment of
Security Deposit(circle one)

Date of This Request: _____

Dates of Lease Commencement and Expiration: _____

Has TENANT been vacant from the unit for more than two (2) weeks
without notice to you? _____

Is TENANT in compliance with the Lease? If no, please provide a brief
narrative of the problem: _____

Name and Title of person
submitting this request: _____

EXHIBIT "D"

REASONS FOR TERMINATION

- Failure to report income on time, all income shall be reported in writing within fifteen (15) days to COUNTY's Community Assistance Division office (faxes and messages are not considered reported).
- People living in your household not on your Lease (all people in the household must be approved of by the LANDLORD and your caseworker prior to them moving in the unit).
- Any tenant disturbing or annoying or inconveniencing other tenants of the building or neighbors by violating any law or ordinance, committing waste or nuisance upon or around the premises.
- Not paying your rent on time. Not only is this a violation of your family responsibility but you can also be charged a late fee.
- Failure to repair any damage to the unit caused by you, a member of the household or guest that causes the property to be in violation of the HUD housing quality standards.
- Any Tenant participating in any type of criminal activity that threatens the health, safety, or right to peaceful enjoyment of their premises by other residents or people living in the immediate vicinity of the premise.
- Households may not have frequent reports from neighbors of disturbances, destruction of property, or housekeeping habits that result in damages to the unit or property.
- Households may not have utilities cut off for more than a twenty-four (24) hour period, including gas, water, electric.
- Letting or subletting any part of the unit to anyone for any reason.
- Serious and repeated violations of the terms of the Lease.
- Participants may not commit fraud, bribery, or any other corrupt or criminal act in connection with the TBRA program.
- Any participant that engages in threatening or abusive behavior (physical or verbal) toward any member of the housing staff can result in termination.
- Failing to sign or submit the required forms/documents within the allotted time for your annual recertification or any other process can result in a termination.
- Knowingly supplying false information in any shape or form, changing any information on a form that was completed by your employer or other person for the purpose of verification will result in termination.
- Failing to allow the inspector to inspect the unit or missing two (2) scheduled inspections will result in termination.
- Failing to notify the housing staff that you will not be in the unit for more for more than two (2) weeks will result in termination.

- Engaging in drug related criminal activity in or near the unit. This includes illegal manufacture, sale, distribution, or possessions with intent to manufacture, sell, distribute, or use of controlled substance by any member of the household or guest. This also includes any facilitation of the above activity by any member of the household or guest.
- Being arrested for any drug related activity by any member of the household may result in termination.
- TBRA participants that are not elderly or disabled are required to be employed full time and remain so during the duration of their participation in the TBRA program (full time is a minimum of 30 hours a week), or if laid off, to use best efforts to find alternative employment and to not refuse any offer of work. The County Case Manager shall solely determine if best efforts have been applied by Tenant.
- If you are a full time student, full time student status must be maintained throughout the duration of the TBRA program. Upon graduation the participant has thirty (30) days to acquire full time employment. If you stop being a full time student prior to graduation and do not have full time employment your assistance may be terminated.
- Failure to participate in Case Management, follow through with referrals, case plan, failure to provide documents to Case Manager, failure to participate in required programs and to have contact with CM for more than a three (3) month period will result in termination.

I have read above reasons for termination and fully understand my responsibilities with the Tenant Based Rental Assistance program.

Signature of Tenant

Date

Signature of Case Manager

Date